

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

JASON WEMES,

Plaintiff,

- against -

**THE CANANDAIGUA NATIONAL BANK
& TRUST COMPANY,**

Defendant.

Case No.: 6:22-cv-06297 (DGL) (MWP)

STIPULATION AND CONFIDENTIALITY AGREEMENT GOVERNING DISCOVERY

Plaintiff, Jason Wemes (“Plaintiff”) and Defendant, The Canandaigua National Bank & Trust Company (“Defendant”), agree on and propose the following Confidentiality Stipulation and Protective order (“Protective Order”).

Whereas the Parties to the above-captioned civil proceeding (the “Action”) wish to prohibit the disclosure of non-public, confidential, personal, proprietary, and sensitive information and documents to ensure that such confidential material is protected.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel for the parties that:

1. This Protective Order shall govern the treatment of the following categories of documents (hereinafter referred to as the “Confidential Information”):

Categories of Documents

- A. Floor plans, outlines and/or schematic layouts of Defendants facilities located at 72 South Main Street, Canandaigua, New York 14424.
- B. Organization charts of Defendant’s Executive, Legal, Human Resources and Facilities/Physical Security Departments.

- C. Personnel files of current and former employees of Defendant.
2. The Confidential Information will be clearly marked as “CONFIDENTIAL” by stamping “CONFIDENTIAL” in all capital letters to each page of the documents.
 3. The Confidential Information will be held and used by the person receiving such information solely for the use in connection with this Action.
 4. Notwithstanding the provisions above, the Confidential Information may be disclosed, solely in connection with the prosecution or defense of this Action, to: the Court and its support personnel; any court reporter; the Parties’ attorneys, including necessary paralegal and other clerical personnel employed by counsel for carrying out their respective duties in connection with the Action; the Parties; experts retained or consulted in connection with the prosecution or defense of this Action; and/or actual or proposed witnesses, including those identified as potential witnesses in the Parties’ Federal Rules of Civil Procedure 26(a) disclosures. Any entity or individual who shall be the recipient of Confidential Information must execute the Agreement to be Bound by this Confidentiality Stipulation attached hereto as “Exhibit A.”
 5. Should the need arise for any of the parties to disclose the Confidential Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such party may do so only after taking such steps as the Court, upon motion of the party seeking to disclose the Confidential Information, shall deem necessary to preserve the confidentiality of the information.
 6. In the event of any disclosure of the Confidential Information by Plaintiff other than in the manner authorized by this Order, counsel for Plaintiff shall immediately notify opposing counsel of the facts and circumstances of such disclosure, including the identity of the unauthorized recipient(s) and the specific information disclosed to such person, and shall make

every effort to prevent further unauthorized disclosure by, among other things, retrieving all such disclosed material and copies of such material.

7. Nothing in this Protective Order shall limit or restrict the business or other purposes for which Defendants may use its own documents.
8. At the conclusion of the Action, Confidential Information and any copies thereof shall be promptly (and in no event later than 30 days) returned to the producing party or certified as destroyed.
9. By written agreement of the Parties, or upon motion and order of the Court, the terms of this Protective Order may be amended or modified. This Protective Order shall be binding on the Parties, their counsel, and all other persons having knowledge of its terms. It is enforceable by any sanction deemed appropriate by the Court.

GREGORY L. SILVERMAN, ESQ., P.C. UNDERBERG & KESSLER LLP

By: /s/ Gregory L. Silverman
Gregory L. Silverman, Esq.
118 Genesee St.
Geneva, NY 14456
T: (585) 648-0246
E: greg@silverman-law.com
Attorneys for Plaintiff

Dated: August 21, 2023

By: /s/ Ryan T. Biesenbach
 Ryan T. Biesenbach, Esq.
 300 Bausch & Lomb Pl.
 Rochester, NY 14604
 T: (585) 258-2865
 E: rbiesenbach@underbergkessler.com
Attorneys for Defendant

Dated: August 21, 2023

So Ordered:

Honorable Mark W. Pedersen, U.S.M.J.

Dated: _____, 2023

EXHIBIT A

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**AGREEMENT TO BE BOUND BY THE TERMS OF THE
STIPULATION AND CONFIDENTIALITY AGREEMENT GOVERNING DISCOVERY**

I hereby acknowledge that I have received a copy of the Stipulation and Confidentiality Agreement Governing Discovery (“Protective Order”), entered in the action entitled *Wemes v. The Canandaigua National Bank & Trust Company*. I have carefully read the Protective Order in the above-captioned case and I fully understand the terms of the Protective Order. I recognize that I am bound by the terms of that Protective Order, and I agree to comply with those terms. I agree, under penalty of perjury, not to disclose information designated thereunder as “Confidential” to any person not entitled to access such information. I further agree to use “Confidential” material only in connection with this litigation, and not for any other purpose, including any business, competitive or governmental purpose or function.

I hereby consent to the jurisdiction of this court in respect to any proceedings relative to the enforcement of that Protective Order, including without limitation any proceeding related to contempt of court.

At the end of this litigation, or my involvement in this litigation, whichever occurs first, I will return to counsel for the party by whom I am employed or retained all such “Confidential” documents or information that has come into my possession.

Executed this _____ day of _____, 20____, at _____.

Signature

Name

Company

Business Address

Business Telephone Number